

<i>Rate Element</i>	<i>\$ Amount</i>	<i>Mo.</i>	<i>NRC</i>	<i>Option A</i>	<i>Option C VERIZON installs/ CLEC vendor installs</i>	
Line Sharing Install	\$5.93		X	(1)	(1)	(1)
Line Sharing Disconnect	\$5.56		X	(1)	(1)	(1)
Mechanized Loop Qualification Data Base	\$0 per link	X		(1)	(1)	(1)
Manual Loop Qualification	\$28.70		X	(1)	(1)	(1)
OSS Charges	\$.89 per line	X				
Conditioning charges	Per Digital Design Loop Rates		X			

Service or Element Description:
VIII. Line Splitting

Recurring Charges:
Per rates listed in Section B
VII, Section B XIV.

Non-Recurring Charges:
Per rates listed in Section B
VII, Section B XIV.

**IX. Distribution Two Wire Sub-
Loop**

Density Cell:
1 - \$8.49/Month
2 - \$15.38/Month
3 - \$28.15/Month

2 Wire Install at the FDI:
\$22.58 per line

**2 Wire Disconnect at the
FDI:**
\$21.73 per line

Distribution Four Wire Sub-Loop

Density Cell:
1 - \$16.69/Month
2 - \$30.54/Month
3 - \$56.06/Month.

4 Wire Install at the FDI:
\$61.57 per line

**4 Wire Disconnect at the
FDI:**
\$37.61 per line

Feeder DS1 Sub-Loop

Density Cell:
1 - \$122.70/Month
2 - \$136.63/Month
3 - \$139.01/Month

**Channelized DS1 Virtual
Feeder to RT:**
\$19.20/Install per line
\$14.95/Disconnect per line

Feeder DS3 Sub-Loop

Density Cell:
1 - \$1120.86/Month
2 - \$1120.86/Month
3 - \$1120.86/Month

Service or Element Description:	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
X. Signaling and Databases		
1. SS7		
SS7 Link	\$.13/Month/Mile	<u>SS7 Link (DS0):</u> \$30.44/Install per line \$13.70/Disconnect per line <u>SS7 Link (DS1):</u> \$34.46/Install per line \$11.77/Disconnect per line
STP Port Termination	\$286.98/Month/port	
SS7 STP Global Title Translations 'A Link' Only		\$56.61/Install Per Port \$50.98/Disconnect per Port
SS7 STP Message Transfer Part 'A Link' Only		\$42.18/Install per port \$35.67/Disconnect per port
2. 800/888/877 Database		
Basic Query	\$.0001367/Query	Not Applicable
Vertical Query	\$.0001367/Query	Not Applicable
3. LIDB Validation		
LIDB Point Codes	Not Applicable	\$80.93/Point Code
Calling Card	\$.019197/Query	Not Applicable
Billed Number Screening	\$.019197/Query	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
4. AIN Service Creation (ASC) Service		
Developmental Charges		
Service Establishment	Not Applicable	\$878.23/Request
Service Creation Access Port	\$1405.49/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$2723.00/24 Hour Day	Not Applicable
b. On-Premise	\$2723.00/24 Hour Day	Not Applicable
Certification & Testing	\$60.81/Hour	Not Applicable
Help Desk Support	\$65.05/Hour	Not Applicable
Service Charges		
Subscription Charge	\$3.36/Month	Not Applicable
Database Queries		
a. Network Query	\$.00028/Query	Not Applicable
b. MCIW Network Query	\$.00028/Query	Not Applicable
c. MCIW Switch Query	\$.00028/Query	Not Applicable
Utilization Element	\$.00005/ACU	Not Applicable
Service Modification		
DTMF Update	\$.01272/Change	Not Applicable
Switch Based Announcement	\$.00066/ Announcement	Not Applicable
5. Customized Routing for OS/DA	\$\$.00084/line/month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XI. Network Interface Device (NID)		
1. NID to NID Connection		
2 Wire	\$0.89/NID	Not Applicable
4 Wire	\$.95/NID	Not Applicable
2. Standalone NID (per NID)		
2 Wire NID	\$.89/NID	\$41.89
4 Wire NID	\$.95/NID	\$41.89
DS1 NID	\$6.26/NID	\$41.89
3. UNE Shared NID (per line)	\$.28/Line	

**Service or Element
Description:**

Recurring Charges:

Non-Recurring Charges:

XII. Dark Fiber

Dark Fiber - IOF

**Verizon C.O. to Verizon
C.O.**

Serving Wire Center \$13.45
("SWC")
Charge/SWC/Pair
IOF Mileage/Pair/Mile \$131.00

Fiber Cross Connects:
\$9.36 – Install
\$10.24 – Disconnect

**Verizon C.O. to CLEC
C.O.**

Serving Wire Center \$13.45
("SWC") Charge/SWC/Pair

Channel Termination \$155.89
Charge/CLEC C.O.

Fiber Cross Connects:
\$9.36 – Install
\$10.24 – Disconnect

**Unbundled Dark Fiber -
Loop**

SWC Charge/SWC/Pair

\$13.45

Fiber Cross Connects:
\$9.36 – Install
\$10.24 – Disconnect

**Loop Charge/Pair/Rate
Group:**

Density Zone 1 \$172.01
Density Zone 2 \$255.87
Density Zone 3 \$322.91

Service or Element Description:

XIII. EEL Combinations

The applicable rates for EEL Combinations are equal to the recurring and nonrecurring rates for the individual unbundled loops, unbundled dedicated transport, and multiplexing that comprise the EEL arrangement. In addition, a monthly recurring EEL test charge applies per EEL loop.

<u>A. EEL Loop Test Charges</u>	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
2 Wire Analog - per loop	\$0.38/Loop	Not Applicable
2 Wire Digital - per loop	\$0.49/Loop	Not Applicable
4 Wire Analog - per loop	\$1.20/Loop	Not Applicable
DS1 - Per Loop	\$2.64/Loop	Not Applicable
DDS/56 KD Loop	\$1.30/Loop	Not Applicable
<u>B. EEL IOF Voice Grade Transport</u>		
Fixed	\$28.07 (includes both ends)	DS1 IOF Install NRC shall apply, per line
Mileage	\$.13/mile	DS1 IOF Disconnect NRC shall apply, per line.

Service or Element Description:**XIV. UNE PLATFORM COMBINATIONS⁹****Recurring Charges****Non-Recurring Charges**

Centrex Platform

POTS/ISDN BRI:

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

ISDN Centrex Platform

POTS/ISDN BRI:

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

POTS Platform

POTS/ISDN BRI:

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

Coin Platform

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

Public Access Line Platform

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

⁹ The monthly recurring and usage rates as set forth in this Agreement for the individual unbundled network elements or services that comprise the requested Unbundled Network Element Platform Combination are applicable.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
DS1/DID/DOD/PBX Platform		\$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
ISDN PRI Platform		\$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
POTS/ISDN BRI FX Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
DS1/DID/DOD/PBX FX Platform		\$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
ISDN PRI FX Platform New Initial		\$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line

C. RESALE¹⁰

I. Wholesale Discount for Resale of Retail Telecommunications Services

Resale of retail services if MCIW provides own operator services platform	14.74%
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Resale of retail services if MCIW uses Verizon operator services platform	13.11%
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¹⁰ All rates and charges specified herein are pertaining to the Resale Attachment.

Service or Element Description:**Recurring Charges:****Non-Recurring
Charges:****D. OPERATION SUPPORT SYSTEMS****1. Ongoing and Recovery of one time
expense (from 1/29/04-1/29/14)**

\$.85/per UNE
Loop/Platform/Combination
or Resold Line/per month

Not Applicable

Ongoing only (after 1/29/14)

\$.48/ per UNE
Loop/Platform/Combination
or Resold Line/per month

Not Applicable

**2. Billing - Changes in rate structure.
CD-ROM. Communication Ports, and
DUF Transport no longer applicable
per PLM****a. Daily Usage File****a.1. Existing Message Recording**

\$.00111/Message

Not Applicable

a.2. Delivery of DUF

Per Media (Data

\$21.36/Tape or Cartridge

Not Applicable

Tape/Cartridge)

Per Record Transmitted (f/k/a
Network Data Mover)

\$.000133/Message

Not Applicable

E. 911/E911

Transport

Per section B. Above

Data Entry and Maintenance

No Charge

F. Time and Materials

Service Technician (service work on
unbundled loops outside of the Central
Office)

Not Applicable

\$11.74 Labor Charge/
Quarter Hour starting
from dispatch. Charges
only applicable to
Inside Wire jobs.

Labor - CO Technician

Not Applicable

\$11.15 per Quarter
Hour

Service or Element Description:**Recurring Charges:****Non-Recurring
Charges:****H. Directory Listings & Books**

Primary Listings

Additional Tariffed Listing Services

No Charge

Retail Rates less

Wholesale Discount

Retail Rates less

Wholesale Discount

Retail rates per applicable
Tariff (including, but not
limited to, Verizon-VA
SCC 203 sec. 3 as
amended from time to
timeRetail rates per
applicable Tariff
(including, but not
limited to, Verizon-VA
SCC 203 sec. 4 as
amended from time to
timeBooks & delivery (annual home area
directories only)No charge for normal numbers of books delivered to
end users; bulk deliveries to MCIW per separate
arrangement**I. Intrastate Collocation**As applicable per Verizon VA SCC Tariff No. 218 as
amended from time to time.

ATTACHMENT 2

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON VIRGINIA INC.,
f/k/a BELL ATLANTIC – VIRGINIA, INC.**

and

MCIMETRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.

This Amendment No. 2 (this "Amendment") is made this 29th day of January 2004 (the "Amendment Effective Date") by and between Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc., a Virginia corporation with offices at 600 East Main Street, 11th Floor, Richmond, Virginia 23219 ("Verizon"), and MCImetro Access Transmission Services of Virginia, Inc., a Virginia corporation with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 ("MCIIm"). Verizon and MCIIm are referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Verizon and MCIIm are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Communications Act of 1934, as amended, effective as of October 8, 2002 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement (as set forth herein), as directed by the FCC in CC Docket Nos. 00-218 and 00-251.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) Amendments to the Agreement
 - (a) Appendix 1 of this Amendment shall replace Appendix 1 of the Agreement in its entirety.
 - (b) Nothing contained in the Agreement or this Amendment shall limit Verizon's or MCIIm's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation,

decision, ordinance or statute issued by the Virginia State Corporation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations or MCIIm's rights under the Agreement, this Amendment, or Applicable Law.

2) Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3) Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

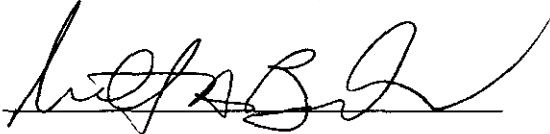
4) Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5) Scope of this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**MCImetro ACCESS TRANSMISSION VERIZON VIRGINIA INC.
SERVICES OF VIRGINIA, INC.**

By: 

By: _____

Printed: Michael Beach

Printed: Jeffrey A. Masoner

Title: Vice President -- Carrier Management

Title: Vice President - Interconnection Services
Policy and Planning

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**MCImetro ACCESS TRANSMISSION VERIZON VIRGINIA INC.
SERVICES OF VIRGINIA, INC.**

By: _____

By: 

Printed: Michael Beach

Printed: Jeffrey A. Masoner

Title: Vice President – Carrier Management

Title: Vice President - Interconnection Services
Policy and Planning

APPENDIX 1 TO THE PRICING ATTACHMENT¹
VERIZON VIRGINIA INC. and MCI²

A. INTERCONNECTION³

Service or Element Description:	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Intercarrier Compensation	See Amendment 1 Terms.	
II. Entrance Facilities and Transport for Interconnection Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection	See Amendment 1 Terms.	See Amendment 1 Terms.

¹ In the event this Appendix 1 refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix 1 shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide. Further, nothing in this Appendix 1 shall be construed or used to waive, limit or interpret any arguments, positions, or statements by either Party in any regulatory, judicial, or legislative proceeding.

² If the charges for a service, facility or arrangement that is to be provided under the Agreement are not set out in this Appendix 1 or provided for elsewhere in the Agreement, then the charges for such service, facility or arrangement shall be mutually agreed to by the Parties in writing.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment.

Service or Element Description:**Recurring Charges:****Non-Recurring
Charges:**

**Exchange Access Service
Interstate**

Per Verizon-FCC Tariff number 1 as amended from time to time.

Intrastate

Per Verizon- VA S.C.C.-Va. – No. 217 as amended from time to time.

III. Fiber Meet Arrangements

To be charged in accordance with the requirements of the Interconnection Attachment.

IV. Tandem Transit arrangements for Tandem Transit Traffic between MCIIm (as the originating carrier) and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable when Meet Point Billing Arrangement applies; separate trunks required for the MPB Arrangement, i.e., separate IXC subtending trunks)

Tandem Switching

Per VERIZON Tariff
F.C.C. No. 1, Section 6 and
VERIZON Virginia, Inc
Tariff S.C.C. VA No. 217
Section 6

Not Applicable

Tandem-Switched Transport

Per VERIZON Tariff
F.C.C. No. 1, Section 6 and
VERIZON Virginia, Inc
Tariff S.C.C. VA No. 217
Section 6

Not Applicable

Transit Service Billing Fee

Five (5) percent of the Tandem Switching charges and the Tandem-Switched Transport charges assessed during the billing period for traffic exchanged with the relevant third party carrier.

Transit Service Trunking Charge (for each relevant third party carrier)

The rate for Dedicated Tandem Trunk Port Charge, based upon the rates/rate elements as set forth in the Verizon FCC Interstate Tariff No. 1, at a DS1 equivalent.

B. UNBUNDLED NETWORK ELEMENTS⁴

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Unbundled Dedicated Transport -		
A. Interoffice Transport		
Option 1 (Multiplexing & DCS).		
DS-1	\$41.85/Month (includes both ends) \$3.02/Mile	DS1: \$18.63 Install, per line. \$4.88 Disconnect, per line
DS-3	\$314.10/Month (includes both ends) \$42.71/Mile	DS3: \$18.63 Install, per line. \$4.88 Disconnect, per line
STS-1	\$317.80/Month (includes both ends) \$42.93/Mile	STS-1: Option 1 DS3 IOF Install NRC shall apply, per line Option 1 DS3 IOF Disconnect NRC shall apply, per line
OC-3	\$1,119.65/Month (includes both ends) \$141.71/Mile	Option 1 DS3 IOF Install NRC shall apply, per line Option 1 DS3 IOF Disconnect NRC shall apply, per line
OC-12	\$3,409.49/Month (includes both ends) \$317.73/Mile	Option 1 DS3 IOF Install NRC shall apply, per line Option 1 DS3 IOF Disconnect NRC shall apply, per line

⁴ All rates and charges specified herein are pertaining to the Network Elements Attachment. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

Service or Element Description:**Option 2 (DCS only).**

DS-1

DS-3

STS-1

OC-3

OC-12

Recurring Charges:

\$27.39/Month
(includes both ends)
\$3.02/mile

\$314.10/Month
(includes both ends)
\$42.71/mile

\$317.80/Month
(includes both ends)
\$42.93/Mile

\$1,119.65/Month
(includes both ends)
\$141.71/Mile

\$3,409.49/Month
(includes both ends)
\$317.73/Mile

Non-Recurring Charges:**DS1:**

\$18.63 Install, per line.
\$4.88 Disconnect, per line

DS3:

\$18.63 Install, per line.
\$4.88 Disconnect, per line

STS-1:

Option 2 DS3 IOF Install
NRC shall apply, per line

Option 2 DS3 IOF
Disconnect NRC shall
apply, per line

Option 2 DS3 IOF Install
NRC shall apply, per line

Option 2 DS3 IOF
Disconnect NRC shall
apply, per line

Option 2 DS3 IOF Install
NRC shall apply, per line

Option 2 DS3 IOF
Disconnect NRC shall
apply, per line

Service or Element Description:
Option 3 (Multiplexing only).
DS-1

Recurring Charges:

\$53.80/Month
(includes both ends)
\$3.02/mile

Non-Recurring Charges:

DS1:
\$18.63 Install, per line.
\$4.88 Disconnect, per line

DS-3

\$295.23/Month
(includes both ends)
\$42.71/mile

DS3:
\$18.63 Install, per line.
\$4.88 Disconnect, per line

STS-1

\$298.94/Month
(includes both ends)
\$42.93/Mile

STS-1:
Option 3 DS3 IOF Install
NRC shall apply, per line

Option 3 DS3 IOF
Disconnect NRC shall
apply, per line

OC-3

\$1,058.68/Month
(includes both ends)
\$141.71/Mile

Option 3 DS3 IOF Install
NRC shall apply, per line

Option 3 DS3 IOF
Disconnect NRC shall
apply, per line

OC-12

\$3,409.49/Month
(includes both ends)
\$317.73/Mile

Option 3 DS3 IOF Install
NRC shall apply, per line

Option 3 DS3 IOF
Disconnect NRC shall
apply, per line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
II. Common Transport		
Fixed - Common	\$.000054/MOU	Not Applicable
Per Mile	\$.000002/MOU/Mile	Not Applicable
III. Unbundled Dedicated Transport - Entrance Facilities⁵		
DS-1 Entrance Facility	\$62.05/Month	<u>DS1:</u> DS1 IOF Install NRC shall apply, per line DS1 IOF Disconnect NRC shall apply, per line
DS-3 Entrance Facility	\$412.42/Month	<u>DS3:</u> DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line
STS-1 Entrance Facility	\$414.56/Month	<u>STS-1:</u> DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line
OC-3 Entrance Facility	\$939.79/Month	DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line
OC-12 Entrance Facility	\$3,026.49/Month	DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line

⁵ Nonrecurring Charges for Unbundled Dedicated Transport Entrance Facilities do not apply when ordered at the same time as Unbundled Dedicated Interoffice Transport for the same circuit. In such cases, only the Nonrecurring Charges associated with Unbundled Dedicated Interoffice Transport shall apply.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
IV. Unbundled Switching⁶		
A. Local Switching Ports		
POTS/PBX/Centrex	\$2.83/Port/Month	Line Port (DS0, Analog): \$4.65/Install per port \$4.28/Disconnect per port
ISDN (BRI) or Centrex Port	\$5.99/Port/Month	Line Port (ISLU): \$4.65/Install per port \$4.28/Disconnect per port
ISDN (PRI)	\$118.71/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply

⁶ Notwithstanding anything to the contrary in any other provision of this Agreement, pursuant to Verizon's declaration in its Application for Authorization to Provide In-Region, InterLATA Services in Virginia, WC Docket No. 02-214 (filed Aug. 1, 2002) and as described in paragraph 114 of the FCC's Memorandum Opinion and Order (FCC 02-297, adopted and released October 30, 2002), the rates for Unbundled Switching established in CC Docket No. 00-218 shall be effective as of August 1, 2002.

Service or Element Description:
DID/DOD

Recurring Charges:
\$5.22/Port/Month

Non-Recurring Charges:
Channelized DS1 Line Port
(TR-303-IDT) NRCs shall
apply

IDLC per Interface Group
(TR008/GR303) Port (4 DS-1
Terminations per Port)

\$243.76/Port/Month

Channelized DS1 Line Port
(TR-303-IDT):
\$29.69/Install per DS-1
\$18.52/Disconnect per DS-1

Switched DS1 Port (DS 1 Port
w/Line Treatment)

\$42.37/Port/Month

Channelized DS1 Line Port
(TR-303-IDT) NRCs shall
apply

Automatic Identified Outward
Dialing (AIOD)

\$2.37/Port/Month

\$4.65/Install per port
\$4.28/Disconnect per port